



THE COMMONWEALTH OF MASSACHUSETTS

**DEPARTMENT OF
TELECOMMUNICATIONS & ENERGY**

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August 16, 2006

VIA EMAIL AND USPS

K.C. Halm, Esq.
Cole, Raywid & Braverman, L.L.P.
1919 Penn. Avenue, N.W., Suite 200
Washington DC 20006

RE: Petition of Charter Fiberlink MA-CCO, LLC, for Arbitration of an Amendment to the Interconnection Agreement between Verizon-Massachusetts and Charter Fiberlink MA-CCO, LLC, pursuant to Section 252(b) of the Communications Act, as amended, D.T.E. 06-56

Dear Attorney Halm:

Enclosed please find the first set of information requests issued by the Department of Telecommunications and Energy ("Department") to Charter Fiberlink in the above-captioned matter. In accordance with the procedural schedule, please submit Charter Fiberlink's responses to the Department and the parties on or before 5:00 p.m, August 28, 2006. If you have any questions regarding the information requests, please contact me at 617-305-3561.

Sincerely,

/s/

Carol M. Pieper
Arbitrator

Encs.

cc: D.T.E. 06-56 service list (w/encs.)

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY**

**FIRST SET OF INFORMATION REQUESTS OF THE
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY
TO CHARTER FIBERLINK, D.T.E. 06-56**

Pursuant to 220 C.M.R. § 1.06(6)(c), the Department of Telecommunications and Energy (“Department”) submits to Charter Fiberlink the following Information Requests.

Instructions

The following instructions apply to this set of Information Requests and all subsequent Information Requests issued by the Department in this proceeding.

1. Each request should be answered in writing on a separate, three-hole punch page with a recitation of the request, a reference to the request number, the docket number of the case, and the name of the person responsible for the answer.
2. Do not wait for all answers to be completed before supplying answers. Provide the answers as they are completed.
3. These requests shall be deemed continuing so as to require further supplemental responses if Charter Fiberlink or its witnesses receives or generates additional information within the scope of these requests between the time of the original response and the close of the record in this proceeding.
4. The term “provide complete and detailed documentation” means:

Provide all data, assumptions and calculations relied upon. Provide the source of and basis for all data and assumptions employed. Include all studies, reports and planning documents from which data, estimates or assumptions were drawn and support for how the data or assumptions were used in developing the projections or estimates. Provide and explain all supporting workpapers.
5. The term “document” is used in its broadest sense and includes, without limitation, writings, drawings, graphs, charts, photographs, phono-records, microfilm, microfiche, computer printouts, correspondence, handwritten notes, records or reports, bills, checks, articles from journals or other sources and other data compilations from which information can be obtained and all copies of such documents that bear notations or other markings that differentiate such copies from the original.
6. If any one of these requests is ambiguous, notify the Arbitrator so that the request may be clarified prior to the preparation of a written response.
7. Please serve a copy of the responses as follows: (a) one original to Mary L. Cottrell, Secretary of the Department; (b) one copy to all parties; (c) one copy to Carol Pieper, Arbitrator; and (d) one copy to each Department staff member listed on the current distribution list.

Requests

- DTE-Charter 1-1 Please refer to the testimony of Mike Cornelius at page 6, lines 5-7. What does the phrase “begin to develop the arrangement” mean?
- DTE-Charter 1-2 Please refer to the testimony of Mike Cornelius at page 6, lines 18-20. Would Charter be willing to make the “forecast concept” explicit in the contract language?
- DTE-Charter 1-3 Please refer to the testimony of Mike Cornelius at page 7, lines 9-17. Isn’t Charter overstating Charter’s financial incentive because establishing a meet point is a one-time cost and even if traffic volumes don’t justify the one-time expense, Charter will come out ahead relative to the existing monthly costs of leasing Verizon’s facilities?
- DTE-Charter 1-4 Please refer to the testimony of Mike Cornelius at page 13, lines 8-9. Please provide any documentation to support this statement.
- DTE-Charter 1-5 Please refer to the testimony of Mike Cornelius at page 16, lines 23-24. Please explain the phrase “lost the opportunity to provide those best facilities.”
- DTE-Charter 1-6 Please refer to the testimony of Mike Cornelius at page 20, lines 10-13. At what point in time would Charter begin “wasting money” if it built a fiber meet point that was underutilized, taking into account the cost of building and maintaining a fiber meet point and the avoided costs of leasing Verizon’s facilities? If such a situation occurred, what would Charter do – continue using the fiber meet point or switch to leasing Verizon facilities?
- DTE-Charter 1-7 Please refer to the testimony of Mike Cornelius at pages 21-22, lines 25-5. What would total costs be in both LATAs, respectively, when labor, engineering, and other administrative costs are included?
- DTE-Charter 1-8 Under Verizon’s preferred configuration of using Verizon’s nearest wire centers (see testimony of Verizon witness, Willet Richter, at page 8), would Charter be required to deploy greater amounts of fiber than Verizon would?
- DTE-Charter 1-9 Please cite to any statutes, rules, court cases, FCC decisions or Department orders that support Charter’s position on the issues in dispute. In particular, please cite to any applicable law to support Charter’s statements in the testimony of Ted Schremp at page 15, lines 2-7; page 18, lines 15-18; and page 24, lines 12-15.
- DTE-Charter 1-10 Please refer to the testimony of Verizon witness, Willet Richter, at page 15, lines 9-11. Is Verizon correct that its proposal for issue 5(d) is the

only exception to the draft agreement's allocation of costs for moves or changes to the fiber meet arrangements?